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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant(s): Lintel III et al	Group Art Unit: ~~3626~~ 2144
Application No.: 09/496,783	Examiner: Kapadia, Milan
Filed: February 3, 2000	I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on 4/19/2004.
Title: Healthcare Information Network	
Attorney Docket No.: ZANS.10001NP	Name 4/19/2004 Date

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Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

APPELLANTS' REPLY BRIEF

Dear Sir:

Appellants respectfully present their Reply Brief in response to the Examiner's Answer filed February 18, 2004.

I. RESPONSE TO EXAMINER'S ARGUMENT

A. Neither Spurgeon nor Peterson teaches the element of "forwarding denied authorization requests to a third party human researcher for further research".

Applicants and the Examiner are in agreement that Spurgeon does not teach the element of forwarding denied authorization requests to a third party for further research. The only issue is whether Peterson shows this element.

1. Peterson does not teach manual research of a denied authorization request.

The Examiner contends in his Examiner's Answer, however, that Peterson shows manual research of a denied claim in column 9, lines 31-44[1]. This section states:

> Claims that have been determined to be automatically adjudicable, based on criteria set by the insurer, are compared against an auto adjudication database 50. A predefined set of adjudication rules are contained in auto adjudication database 50 and provide criteria by which claims are either approved or denied. Claims that relate to procedures requiring manual adjudication are transferred to a claims shop 52 where the claims are reviewed and analyzed by claims processing technicians. For example, claims shop 52 may be similar to conventional claims shops that have been used in the art to adjudicate medical insurance claims. Frequently, insurers employ private contractors 54 to review all or only certain classes of manually adjudicate claims in an effort to reduce administrative costs and increase the effectiveness of the claims review process.

The above passage is clear and unambiguous. If a claim in Peterson is capable of being automatically adjudicated, it is compared to an auto adjudication database, where it is approved or denied. A claim that is not automatically adjudicable is manually adjudicated by transfer of the claim to a claim shop where

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[1] Examiner's Answer, page 7, first paragraph.

it is either approved or denied. Nothing in Peterson suggests that denied claims from auto adjudication are submitted to manual adjudication.

In the Examiner's Answer, the Examiner contends that "denial of a submitted claim as being in proper form for automatic adjudication, is a form of 'denied authorization'".[2] This conclusion does not follow from any reasonable reading of Peterson. Nothing in Peterson suggests that a manually adjudicated claim is one that is denied *authorization*; it simply does not meet the criteria for automatic adjudication. In Peterson, *adjudication* is the process for authorizing or denying a claim, the pre-checking procedure is only a determination of *how* the adjudication will be performed, i.e., automatically or manually.

2. The claims require that a denied authorization request be forwarded to a third party human researcher for further research.

In the Examiner's Answer, the Examiner contends for the first time that:

> the language of claim 17 requires "denied authorizations" to be forwarded not "denied claims to be forwarded." As such, there is no requirement that the claim actually be adjudicated before being forwarded to a third party human researcher. [emphasis in original][3]

To the best of Applicants' understanding, the Examiner is arguing that there is no requirement in claim 17 that the authorization request actually be adjudicated prior to the denied authorization request is forwarded to a third party human researcher. Such a conclusion could not come from a reasonable reading of the claim and confuses nomenclature used in Peterson with nomenclature used in the present application. The claim language of claim 17 clearly states that referral circuitry (1) receives referral requests, (2) generates electronic authorization requests to an associated insurance company responsive to the referral requests, (3) receives electronic authorizations/denials for each authorization request, (4) forwards denied authorization requests to a third party human researcher for

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[2] Examiner's Answer, page 7, first paragraph.

[3] Examiner's Answer, page 7, first paragraph.

further research and (5) updates the database responsive to the research. Within the language of the claim, the electronic authorization request is made to an associated insurance company and, for each authorization request, an "authorization/denial" is received. The language of claim 17 clearly specifies that third party human research is performed after a denial of the authorization request.

Claim 22 has similar elements: (1) generating electronic authorization requests to an associated insurance company responsive to ones of said referral requests and (2) receiving an electronic authorization or denial in response to each electronic authorization request. Again, the determination of whether a request was authorized or denied must come before a decision to manually research the authorization request.

"Adjudication" is a term used in Peterson, not the present application, but the only reasonable interpretation of the term is that it is the process for authorizing or denying a claim. Hence, it is nonsensical to claim that choosing the process for adjudicating for a claim, manual or automatic, is the same as the actual adjudication of that claim.

3. Arguments showing the deficiencies of Peterson do not need to be incorporated into the claims.

The Examiner notes that Applicants' arguments illustrating the deficiencies of Peterson vis-à-vis the claimed invention are not in the claim language itself.[4] This argument has no merit. The specific arguments relate to the deficiencies of a system taught by the combination of Spurgeon with Peterson with respect to a system taught by claim 17 or 22. All structure needed to support Applicants' description of the deficiencies of Spurgeon and Peterson is provided in the claims.

B. Neither Spurgeon nor Peterson teaches the element of "updating said database responsive to said research".

The Examiner claims that the element of updating the database responsive to the research is found in Spurgeon.

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[4] Examiner's Answer, page 7, first paragraph.

1. Spurgeon teaches synchronizing the provider database with the insurer's database, not updating the provider database responsive to research performed pursuant to a denied claim.

The Examiner states that Spurgeon does teach eliminating errors in the insurance company's database by making updates, directly, accurately, and automatically to the database at column 4, lines 50-55[5]. These lines are repeated below:

> Opportunities for errors and miscommunications are also eliminated by the information-exchange system of the present invention. Updates are made directly, accurately and automatically by the software used by the insurers and providers without a requirement for manual reentry of information.

At issue is not whether Spurgeon teaches updates to provider data. It is accepted that the insurer's list of physicians will change over time, necessitating updates to the provider database. In Spurgeon, updates due to changes in provider lists are discussed in detail at column 7, line 45 through column 8, line 57. Push technology is used to push new and corrected data from the insurer's database to the provider database. Accordingly, the provider database in Spurgeon is kept up-to-date vis-à-vis the insurer's database.

This solution completely ignores the problem cited in the present application and solved by the structure provided in the claims. The synchronization between the insurer's database and the providers database in Spurgeon *is* the problem, because the insurer's database is not always accurate.[6] An inaccurate association between an insurance healthplan and its doctors will cause significant costs for the healthcare provider and the insured, as detailed in Applicant's Brief.

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[5] Examiner's Answer, page 6, first paragraph.

[6] Appeal Brief, page 5, third paragraph.

Independent claims 17 and 22 provide a solution to this problem. When an authorization request is denied, it is manually researched and the database is updated. Accordingly, a denial will result in a database change so that similar authorization requests are not repeated. In Spurgeon, the providers database is updated responsive to changes in the insurer's database, not as a result of manual research of a denied authorization request. Hence, subsequent requests will continue to be denied up to the point where the insurer's database is changed.

It is important to note that the problem recited above, i.e. errors in the insurer's database causing rejections of patent referrals, was a stated problem with the prior art that the invention was intended to correct, not an after-the-fact differentiation between the invention and the cited references.[7]

2. Arguments showing the problems associated with the prior art do not need incorporation into the claims for consideration.

Once again, the Examiner characterized Applicants' discussion of the problems associated with the prior art as a "feature" which is not recited in the rejected claim.[8] Applicant does not need to insert "resolving errors in the insurance company's database" into the claims for consideration; this language from the Appeal Brief was merely meant to illustrate how a system *according to* claim 17 or claim 22 improves upon a system according to a combination of Spurgeon with Peterson.

II. CONCLUSION

For the foregoing reasons, Appellants submit that all of the claims on appeal in this case are both novel and non-obvious over the prior art of record in this case. Appellants therefore respectfully submit that the final rejection of claims 17-19 and 21-24 is in error. Reversal of the final rejection of the claims in this case is therefore respectfully requested.

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[7] Specification, page 8, lines 1-2.

[8] Examiner's Answer, page 6, first paragraph.

Respectfully Submitted,

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